

1 Alex Asil Mashiri, Esq. (SBN 283798)

2 Alexashiri@yahoo.com

2 **MASHIRI LAW FIRM**

3 A Professional Corporation

4 11251 Rancho Carmel Drive #500694

5 San Diego, CA 92150

6 Phone: (858) 348-4938

7 Fax: (858) 348-4939

7 Attorney for Plaintiff

8 DIEGO CASANOVA

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 DIEGO CASANOVA) Case No.

12)

13 Plaintiff,)

14) **COMPLAINT FOR DAMAGES**

15 v.)

16)

17 EXPERIAN INFORMATION)

18 SOLUTIONS INC.)

19) **[DEMAND FOR JURY TRIAL]**

20 Defendants.)

21)

22 Plaintiff DIEGO CASANOVA alleges as follows:

23 **INTRODUCTION**

24 1. Plaintiff brings this lawsuit against EXPERIAN INFORMATION
25 SOLUTIONS INC (hereinafter referred to as "EXPERIAN") for violations of the Fair
26 Credit Reporting Act ("FCRA") and California Consumer Credit Reporting Agencies
27 Act ("CCRAA").

28 2. Plaintiff seeks actual damages, statutory damages, attorneys' fees and
29 costs, and other relief the Court deems appropriate.

30 **PARTIES**

31 3. Plaintiff is a "consumer" as defined by 15 U.S.C. section 1681a(c) and

MASHIRI LAW FIRM
A PROFESSIONAL CORPORATION
11251 RANCHO CARMEL DR. # 500694
SAN DIEGO, CA 92150
TEL: (858) 348-4938
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1 California Civil Code section 1785.3(b).

2 4. Plaintiff is informed and believes, and thereupon alleges, that Defendant
3 EXPERIAN is, and at all times mentioned herein was, a limited liability company
4 who was conducting and engaging in business in Murrieta, California.

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
6 EXPERIAN is a “consumer reporting agency” as defined under 15 U.S.C. section
7 1681a(f) and Civil Code section 1785.3(d).

8 6. Plaintiff is informed and believes and thereupon alleges that at all times
9 herein mentioned each of the Defendant was the agent, servant, employee, or partner
10 of each of the remaining defendants and, in committing the acts and omissions
11 hereinafter alleged, was acting within the course and scope of such agency,
12 employment, partnership, or other business relationship, and were each responsible
13 for the acts and omissions alleged in this complaint.

14 **JURISDICTION AND VENUE**

15 7. This Court has jurisdiction under 15 U.S.C. section 1681 *et. seq.*, and 28
16 U.S.C. section 1331 and 28 U.S.C. section 1367 for supplemental state claims.

17 8. This action arises out of violations of the FCRA and CCRAA. Personal
18 jurisdiction is established, because Defendant EXPERIAN does business within the
19 State of California, City of Murrieta.

20 9. Venue is proper pursuant to 28 U.S.C. section 1391.

21 **RELEVANT FACTS**

22 10. On May 4, 2016, Plaintiff sent, via certified mail, a written dispute notice
23 to Defendant EXPERIAN, informing it that Plaintiff was disputing several accounts,
24 including an account that did not belong to him. Plaintiff’s dispute contained his full
25 name, date of birth, address, and social security number.

26 11. The certified mail return receipt shows that Defendant EXPERIAN
27 received Plaintiff’s May 4, 2016 written dispute on May 10, 2016.

28 12. Sometime after May 17, 2016, Plaintiff received a letter from Defendant

1 EXPERIAN, accusing him of sending a fraudulent dispute. Defendant EXPERINA's
 2 letter stated in part the following: "We received a suspicious request in the mail
 3 regarding your personal credit report and determined that it was not sent by you."
 4 Defendant EXPERIAN stated that it would not be initiating any investigation, even
 5 though it was required to do so under the FCRA.

6 13. Because Defendant EXPERIAN received Plaintiff's written dispute on
 7 May 10, 2016, it had until June 10, 2016 to comply with its reasonable investigation
 8 requirements. Defendant EXPERIAN failed to do so.

9 **FIRST CAUSE OF ACTION**
 10 **(Violation of the FCRA against Defendant EQUIFAX)**

11 14. Plaintiff re-alleges paragraphs 1 through 13, above, as if fully set forth
 12 herein.

13 15. Defendant EXPERIAN violated the FCRA by violating 15 U.S.C.
 14 section 1681i(a)(1)(A) when it failed to conduct an reasonable investigation after it
 15 was notified in writing by Plaintiff on May 4, 2016, via certified mail, that Plaintiff
 16 was disputing several accounts.

17 16. Defendant EXPERIAN also violated the FCRA by violating 15 U.S.C.
 18 section 1681i(a)(2) when it failed to notify the furnishers (persons who reported the
 19 accounts) of the dispute within 5 business days of receiving Plaintiff's notice of
 20 dispute, so that the furnisher could also conduct its own reasonable re-investigation of
 21 the accuracy of the reporting in response to the consumer's dispute.

22 17. Defendant EXPERIAN failed to conduct a reasonable investigation into
 23 the accuracy of the information being disputed by Plaintiff, failed to correct or delete
 24 the information, failed to consider all relevant information supplied by Plaintiff and
 25 failed to employ and follow reasonable procedures to prevent such inaccurate
 26 reporting.

27 18. Defendant EXPERIAN's failure to take the mandatory actions required
 28 by statute, deprived Plaintiff of the protections to which he is entitled by the FCRA.

1 In particular, Plaintiff has been deprived of his right to have Defendant EXPERIAN
 2 investigate his dispute and notify the furnishers of the dispute, including his right for
 3 the furnisher and Defendant EXPERIAN to conduct a reasonable re-investigation of
 4 the information subject to Plaintiff's dispute and to thereafter either modify, update,
 5 or delete the inaccurate information.

6 19. As a result of each and every violation of the FCRA, Plaintiff has
 7 suffered actual damages and harm resulting from Defendants' actions as heretofore
 8 alleged, including but not limited to worry, emotional distress, anxiety, humiliation,
 9 damage to his credit report and credit score, and out-of-pocket expenses the exact
 10 amount of which is to be proven at trial.

11 20. As a result of each and every negligent violation of the FCRA, Plaintiff
 12 is entitled to actual damages pursuant to 15 U.S.C. section 1681o(a)(1); and
 13 reasonable attorney's fees and costs pursuant to 15 U.S.C. section 1681o(a)(2).

14 21. As a result of each and every willful violation of the FCRA, Plaintiff is
 15 entitled to statutory damages pursuant to 15 U.S.C. section 1681n(a)(1)(A); punitive
 16 damages pursuant to 15 U.S.C. section 1681n(a)(2); and reasonable attorney's fees
 17 and costs pursuant to 15 U.S.C. section 1681n(a)(3).

18 **SECOND CAUSE OF ACTION**
 19 **(Violations of the CCRAA)**

20 22. Plaintiff re-alleges paragraphs 1 through 21, above, as if fully set forth
 21 herein.

22 23. Defendant EXPERIAN violated the CCRAA by violating Civil Code
 23 section 1785.16(a)-(b) when it failed to comply with the statutory requirements after
 24 it was notified in writing by Plaintiff on May 4, 2016, via certified mail, that Plaintiff
 25 was disputing the accounts.

26 24. Defendant EXPERIAN failed to conduct a reasonable investigation into
 27 the accuracy of the information being disputed by Plaintiff, failed to correct or delete
 28 the information, failed to consider all relevant information supplied by Plaintiff and

1 failed to employ and follow reasonable procedures to prevent such inaccurate
 2 reporting.

3 25. Defendant EXPERIAN's failure to take the mandatory actions required
 4 by statute, deprived Plaintiff of the protections to which he is entitled to by the
 5 CCRAA. In particular, Plaintiff has been deprived of his right to have Defendant
 6 EXPERIAN investigate his dispute and notify the furnishers of the dispute, including
 7 his right for the furnisher and Defendant EXPERIAN to conduct a reasonable re-
 8 investigation of the information subject to Plaintiff's dispute and to thereafter either
 9 modify, update, or delete the inaccurate information.

10 26. As a result of each and every violation of the CCRAA, Plaintiff has
 11 suffered actual damages and harm resulting from Defendants' actions as heretofore
 12 alleged, including but not limited to worry, emotional distress, anxiety, humiliation,
 13 damage to his credit report and credit score, and out-of-pocket expenses the exact
 14 amount of which is to be proven at trial.

15 27. As a result of each and every violation of the CCRAA, Plaintiff is
 16 entitled to actual damages, reasonable attorney's fees and costs pursuant to California
 17 Civil Code section 1785.33(a)(1); and statutory damages for a knowing or willful
 18 violation in the amount of up to \$5,000.00 pursuant to California Civil Code section
 19 1788.31(a)(2)(B).

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PRAAYER FOR DAMAGES AND OTHER REMEDIES

1. For actual damages;
2. For statutory damages;
3. For interest according to law;
4. For attorneys' fees;
5. For costs of suit herein incurred; and
6. For other and further relief as the court may deem proper.

Respectfully Submitted,

DATED: May 8, 2017

MASHIRI LAW FIRM

A Professional Corporation

By: /s/ Alex Asil Mashiri
Alex Asil Mashiri
Attorney for Plaintiff,
DIEGO CASANOVA

MASHIRI LAW FIRM
A PROFESSIONAL CORPORATION
111251 RANCHO CARMEL DR. # 500694
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